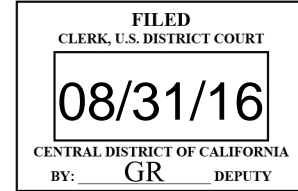


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15 *Attorneys for Plaintiffs and Counter-*  
16 *defendants, Keyword Rockstar, Inc.; Jon*  
17 *Shugart; and Luke Sample*

18 **UNITED STATES DISTRICT COURT**  
19 **CENTRAL DISTRICT OF CALIFORNIA**

20 KEYWORD ROCKSTAR, INC., a  
21 Georgia corporation; JON SHUGART,  
22 an individual; and LUKE SAMPLE, an  
23 individual

Case Number: 2:15-cv-06167-DDP-RAO

**STIPULATED PROTECTIVE  
ORDER**

24 Plaintiff,

25 v.

26 JWS PUBLISHING, INC., a Delaware  
27 corporation; JORDAN SCHULTZ, an  
28 individual; and Does 1-10

Defendants.

\_\_\_\_\_  
AND RELATED ACTIONS

1 Plaintiffs and defendants, through their undersigned attorneys, hereby  
2 stipulate that the following procedures and provisions shall apply to discovery in  
3 the above-captioned civil action (the "Action") in order to protect sensitive  
4 business, personal and/or proprietary information, trade secrets, and other  
5 confidential information. The fact that plaintiffs and defendants have entered into  
6 this stipulation is not, and should not be construed as, a waiver by any party of any  
7 privilege or objection to any particular discovery request.

### 8 **I. GOOD CAUSE**

9 The Complaint and Counter-Claims in this Action arise from a  
10 partnership/joint-venture dispute and allege competing claims for trade secret  
11 misappropriation, breaches of fiduciary duties, breaches of contract and accounting,  
12 among others. These claims involve allegations that the parties failed to account to  
13 each other as contemplated by their agreement to split profits, and that the  
14 defendants and counter-defendants misappropriated trade secrets from the plaintiffs  
15 and counter-claimants after the parties ceased working together. Resolution of this  
16 dispute will accordingly require discovery and evidence of highly sensitive trade  
17 secret, business and financial information for which special protection from public  
18 disclosure, and from use other than in connection with this Action, is warranted.  
19 Accordingly, the parties request entry of this stipulated protective order to facilitate  
20 the exchange of information for use in this Action, while at the same protecting  
21 sensitive trade secret, business and financial information that the parties are entitled  
22 to keep confidential. It is the intent of the parties that information will not be  
23 designated as confidential for tactical reasons, and that nothing shall be so  
24 designated without a good faith belief that it has been maintained in a confidential  
25 non-public manner, and there is good cause as to why the information should not be  
26 used or disclosed except as set forth herein.

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28 ///

## II. DEFINITIONS

A. “Party” means KEYWORD ROCKSTAR, INC., a Georgia corporation; JON SHUGART, an individual; LUKE SAMPLE, an individual, JWS PUBLISHING, INC., a Delaware corporation; JORDAN SCHULTZ, an individual, and any other party that may be joined in this Action.

B. “Non-Party” means any person or entity not a Party who produces documents or other information or provides testimony in response to a subpoena or other process in this Action.

C. “Material” is defined as documents, records, tangible materials, testimony, responses to discovery, and other information produced by a Party or Non-Party in discovery in this Action.

D. “Confidential Information” is information that any producing Party or Non-Party considers in good faith to be confidential information relating to: trade secrets, research, development, strategic planning, compensation or benefits, financial, commercial, confidential, sensitive, personal and/or business or proprietary information, within the meaning of Rule 26(c) of the Federal Rules of Civil Procedure.

E. “Confidential Material.” Any document or thing containing Confidential Information that is produced in discovery in these proceedings may be designated by the producing Party or Non-Party as “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES ONLY” in the manner set forth below. Any material that is so marked, together with any copies, abstracts, summaries or information derived therefrom, and any notes or other records regarding the contents thereof, shall be referred to herein as “Confidential Material.”

F. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or

1 that have been made for an improper purpose (e.g., to unnecessarily encumber or  
2 retard the case development process or impose unnecessary expenses and burdens  
3 on other parties) may expose the Designator to sanctions under applicable law.

4 G. The “Designator” is any Party or Non-Party who produces Material in this  
5 Action and designates any such Material as “CONFIDENTIAL” or  
6 “CONFIDENTIAL-ATTORNEYS’ EYES ONLY.”

### 7 **III. DESIGNATION OF MATERIALS AS “CONFIDENTIAL”**

8 A. Any Party or Non-Party who produces Material in the course of discovery in  
9 this action may designate such Material as Confidential Material if, and only if, that  
10 Party or Non-Party believes in good faith that the Material satisfies the definition of  
11 Confidential Material, as set forth in herein.

12 B. A Party or Non-Party producing Material that the Party or Non-Party  
13 believes in good faith meets the definition of Confidential Material may designate  
14 such Material by marking the word “CONFIDENTIAL” or “CONFIDENTIAL-  
15 ATTORNEYS’ EYES ONLY” on the face of each document and each page so  
16 designated at the time it is produced or served, or, in the case of Confidential  
17 Material contained in or on media other than paper, by affixing such a label to the  
18 information or by using its best efforts to identify the information as Confidential  
19 Material.

20 C. Documents may be produced for inspection before being designated as  
21 Confidential Material. Once specific documents have been designated for copying,  
22 any documents containing Confidential Material will then be marked with the  
23 appropriate legend before being delivered to the requesting Party. There will be no  
24 waiver of confidentiality by the inspection of Confidential Material before such  
25 Material is copied and designated pursuant to this procedure.

26 D. In the case of interrogatory answers or admissions, designations shall be  
27 made by indicating in a preamble that the answers or admissions contain  
28 Confidential Material and that the answers, admissions, or portions thereof that

1 contain Confidential Material have been highlighted. Any answers, admissions, or  
2 portions thereof that contain Confidential Material shall then be highlighted.

3 E. In the case of depositions, designation of the portion of the transcript  
4 (including exhibits) which contains Confidential Material shall be made by a  
5 statement to such effect on the record at any time before the end of each day of  
6 deposition is concluded or by a statement in writing sent to counsel of record within  
7 fifteen (15) business days after receipt of the transcript. If the designation is made  
8 during a deposition, only persons to whom disclosure of Confidential Material is  
9 permitted under Paragraph IV(B) or (C), below, shall remain present while such  
10 Confidential Material is being used or discussed. The court reporter shall bind the  
11 transcript in separate portions containing the non-Confidential Material and  
12 Confidential Material. The reporter shall place the appropriate legend set forth in  
13 Paragraph III(B), above, on the cover of the confidential portions of the transcript.  
14 The Parties may modify this procedure for any particular deposition through written  
15 agreement or agreement on the record at such deposition, without further Court  
16 order. In the absence of an agreement on the record or in writing to the contrary, all  
17 deposition testimony shall be deemed Confidential Material until the expiration of  
18 the aforementioned fifteen business days.

19 F. For purposes of this Action, no Party concedes that any Material designated  
20 by any other person as Confidential Material has been properly designated as  
21 Confidential Material. A Party shall not be obligated to challenge the propriety of  
22 the designation of Confidential Material at the time made, and failure to do so shall  
23 not preclude a subsequent challenge in this or any other action.

24 G. If a Party challenges a designation, it shall give written notice to the  
25 Designator, and the parties shall attempt to resolve any challenge in good faith on  
26 an informal basis ("meet and confer"). If the challenge cannot be informally  
27 resolved, the Party challenging the designation may seek appropriate relief from the  
28 Court. However, the burden of proof shall be on the Party claiming confidentiality.

1 The Material shall continue to be treated as designated until the issue relating to the  
2 propriety of the designation has been resolved.

3 H. Any Designator may, at any time, withdraw the “CONFIDENTIAL” or  
4 CONFIDENTIAL-ATTORNEYS’ EYES ONLY” designation of any Material  
5 produced by that Designator.

6 I. In the event that a Party or Non-Party inadvertently produces Confidential  
7 Material without the proper legend, that Party or Non-Party shall notify counsel for  
8 the Parties of the omission, and, within seven (7) days of notifying counsel, shall  
9 provide counsel for the Parties with new copies bearing the appropriate legend. On  
10 receipt of the copy bearing the legend, counsel for the Parties and all other persons  
11 who have received undesignated copies of the Material shall return such Material to  
12 counsel for the Designator, or destroy such Material and all summaries, copies and  
13 other reproductions thereof.

#### 14 **IV. USE AND HANDLING OF CONFIDENTIAL MATERIAL**

15 A. Confidential Material shall be used only for purposes of preparing for and  
16 litigating this Action (including appeals) and not for any other purpose whatsoever,  
17 except on written consent of the Designator or by order of the Court.

18 B. Access to Confidential Material shall be closely controlled and limited to  
19 individuals who have a demonstrable and bona fide need to review it. Confidential  
20 Material designated “CONFIDENTIAL” shall not be revealed or disclosed, directly  
21 or indirectly, in any manner or in any form, to any person, entity, or judicial  
22 tribunal other than:

- 23 1. Counsel of record for the Parties in this action, including members of their  
24 firms and associates, associate attorneys, paralegal, clerical, and other  
25 regular employees of such counsel who are assisting in the conduct and/or  
26 management of this action;
- 27 2. In-house counsel of any Party, and paralegal, clerical, and other  
28 employees in said Party's legal departments;

- 1 3. Employees, officers, members, or directors of Parties who are assisting in
- 2 the conduct of this Action;
- 3 4. The parties, to the extent counsel of record determines in good faith that
- 4 such disclosure is necessary to provide assistance in connection with this
- 5 Action;
- 6 5. The U.S. District Court, the Court of Appeals, the Supreme Court of the
- 7 United States, court personnel, and court reporters;
- 8 6. Deponents in this Action and their counsel for purposes of this Action;
- 9 7. Consultants, experts, and outside litigation support personnel retained by
- 10 counsel for the Parties to this Action to assist the Parties in the preparation
- 11 and/or litigation of this Action;
- 12 8. Any mediator retained by the parties or appointed by the Court, and
- 13 employees of such mediator who are assisting in the conduct of the
- 14 mediation;
- 15 9. The person or entity that wrote or received the document or gave the
- 16 testimony designated as Confidential Material, and
- 17 10. Others, if the Designator so agrees in writing or, for good cause shown,
- 18 the Court so permits.

19 C. Confidential Material of a highly confidential or proprietary nature may be  
20 designated by the Designator as “ATTORNEYS’ EYES ONLY” in the manner  
21 described in Section III above. Material designated “ATTORNEYS’ EYES  
22 ONLY” may be disclosed or revealed only to those persons identified in paragraphs  
23 IV(B)(1) and IV(B)(5)-(10).

24 D. No person identified in Paragraph IV(B), except those persons identified in  
25 Paragraphs IV(B)(5), shall have access to Confidential Material without first having  
26 read this Stipulated Protective Order. Before any person described in Paragraphs  
27 IV(B)(4), IV(B)(6), IV(B)(7), and IV(B)(10) is given access to Confidential  
28

1 Material, the person shall agree in writing (by signing the Acknowledgement  
2 attached hereto as Exhibit A) to be bound by this Stipulated Protective Order.

3 E. If Confidential Material is to be disclosed during a deposition or trial, the  
4 agreement to be bound and consent to jurisdiction may be made on the record and  
5 under oath, rather than in writing. No person to whom Confidential Material is  
6 disclosed may disclose such Confidential Material to any person other than those  
7 persons described in Paragraph IV(B), above.

8 F. All persons who have access to Confidential Material at any time shall take  
9 all precautions necessary to prohibit access to such Confidential Material other than  
10 as provided for herein.

11 G. Any summaries or copies of Confidential Material shall bear the appropriate  
12 legend set forth in Paragraph III(B), above, and shall be subject to the terms of this  
13 Stipulated Protective Order to the same extent as the information or document from  
14 which such summary or copy is made.

15 H. In the event of any disclosure of Confidential Material other than as  
16 authorized herein, the disclosing party shall immediately (a) notify the Designator  
17 of the Material in writing of the unauthorized disclosure, (b) use its best efforts to  
18 retrieve all unauthorized copies of the Confidential Material, (c) inform the person  
19 to whom the disclosure was made of all the terms of this Order, and (d) request  
20 such person to execute the Acknowledgment attached hereto as Exhibit A.

21 I. The parties acknowledge that this Stipulated Protective Order creates no  
22 entitlement to file Confidential Material under seal. A party that seeks to file  
23 Confidential Material must comply with Local Civil Rule 79-5.

24 J. Within sixty (60) days after final termination of this Action (including any  
25 related proceedings in the U.S. District Court, Court of Appeals, and the Supreme  
26 Court of the United States), either by final judgment or appeal (if any), all persons  
27 and entities in possession of confidential Material shall either destroy the  
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1 information and all copies thereof or return the information and all copies thereof to  
2 the Designator, at the election of the Designator.

3 K. Notwithstanding anything contained herein to the contrary, counsel shall be  
4 permitted to retain copies of all court filings, transcripts, exhibits, correspondence,  
5 and work product containing or reflecting confidential materials; provided,  
6 however, that they shall treat such materials as confidential.

## 7 **V. GENERAL PROVISIONS**

8 A. This Stipulated Protective Order shall not be construed to restrict or limit the  
9 use, dissemination, or disposition by the Designator of its own information that it  
10 designates as Confidential Material.

11 B. Nothing contained in this Stipulated Protective Order shall restrict or limit  
12 any Party's right to present Confidential Material to a jury or a court at trial in this  
13 Action, and the parties shall take reasonable steps to maintain the confidentiality of  
14 such information at a hearing or at trial in such manner as the Court may direct. The  
15 use of Confidential Material at trial may be governed by the pretrial order.

16 C. If any court or governmental agency subpoenas or orders the production of  
17 any Material designated hereunder as Confidential Material, the party receiving  
18 such subpoena or order shall, within ten (10) days of the receipt of such request and  
19 not less than ten (10) days prior to the production of any Confidential Material,  
20 notify the Designator of such subpoena or order.

21 D. This Stipulated Protective Order shall not apply to information or tangible  
22 items obtained by means independent of production by a Party or Non-Party  
23 through discovery or other proceedings in this Action. The restrictions set forth in  
24 this Stipulated Protective Order shall not apply to information or tangible items  
25 which at or prior to disclosure in this action are or were within public knowledge,  
26 or which the Designator subsequently released into the public arena.

27 E. Neither this Stipulated Protective Order, production or disclosure of Material  
28 under this Stipulated Protective Order, nor designation or failure to designate

1 Material under this Stipulated Protective Order, shall constitute a waiver of the right  
2 of the Designator to maintain the trade secret status or confidentiality of that  
3 Material in other contexts.

4 F. This Stipulated Protective Order may be modified or amended by agreement  
5 of the Parties hereto with the approval of the Court. To the extent that the Parties  
6 fail to agree on a modification proposed by any Party, nothing contained herein  
7 shall be deemed to preclude any Party from moving the Court, for good cause  
8 shown, for a ruling that modifies this Stipulated Protective Order in any respect.

9 G. This Stipulated Protective Order shall not be construed as waiving any right  
10 to assert a claim of privilege, relevance, or other grounds for not producing  
11 Material.

12 H. This Stipulated Protective Order shall survive and continue to be binding  
13 after the conclusion of this Action, and this Court shall retain jurisdiction to enforce  
14 the provisions of this Stipulated Protective Order.

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I. This Stipulated Protective Order will become effective when signed by the Parties and shall operate retroactively to the inception of this Action. Any material produced prior to the signing of this Stipulated Protective Order shall be treated as Confidential upon notification by opposing counsel.

**IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD:**

Date: August 29, 2016

COHEN BUSINESS LAW GROUP  
A Professional Corporation

By: s/ Jeffrey A. Cohen

JEFFREY A. COHEN

KEN I. ITO

Attorneys for Plaintiffs/Counter-defendants  
Keyword Rockstar, Inc.; Jon  
Shugart; and Luke Sample

Date: August 29, 2016

DE DIEGO LAW

By: s/ Sarah De Diego

SARAH DE DIEGO

Attorneys for Plaintiffs/Counter-defendants  
Keyword Rockstar, Inc.; Jon  
Shugart; and Luke Sample

Date: August 29, 2016

COAST LAW GROUP, LLP

By: s/ Chris Polychron

CHRIS POLYCHRON

Attorneys for Defendants/Counter-claimants  
JWS Publishing, Inc.; and Jordan Schultz

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1 **IT IS SO ORDERED.**

2 **IT IS HEREBY FURTHER ORDERED AS FOLLOWS:**\_\_\_\_\_

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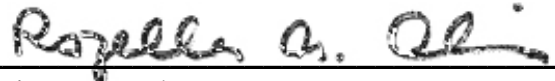
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7 **Date: August 31, 2016**

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Magistrate Judge

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United States District Court

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